

directed to you in the sense of asking whether the State as an employer or a political subdivision or municipality as an employer and not as a maker of laws would have any right to prescribe regulations with respect to its employees. Is that your question, Delegate Weidemeyer?

DELEGATE WEIDEMEYER: It was and I had this in mind. The word "employees" was so all-inclusive without any further qualification or specification that it would include employees of the State and, therefore, the legislature at some turn of events might choose to say that it does not want to have our employees organized or bargain collectively with it.

This wording in here to my way of thinking would prohibit that and I asked Delegate Bothe if she did not agree.

DELEGATE BOTHE: Oh, if you are saying that this would prohibit the General Assembly or any employer from saying that he will not allow his employees to organize and that he will not bargain collectively with him, of course it would.

THE CHAIRMAN: Are there any other questions?

Delegate Dukes.

DELEGATE DUKES: Delegate Bothe, my question goes, I guess, right to your last answer.

Do I understand that this would create some sort of implied constitutional obligation on the employer to listen?

THE CHAIRMAN: Delegate Bothe.

DELEGATE BOTHE: I would say so.

I do not know how far your question is meant to extend.

DELEGATE DUKES: Let me take a specific illustration you gave a few moments ago.

You mentioned employees who actually organized and went on strike and ultimately had to come crawling back because the employer would not listen. How would this change that situation?

DELEGATE BOTHE: I think the employer would have to listen, which is perhaps the short word for collective bargaining.

THE CHAIRMAN: Delegate Dukes.

DELEGATE DUKES: Well, then, I would appreciate it if you would simplify it; does that mean they could invite them in and sit five minutes and listen?

What does this do to the employer?

DELEGATE BOTHE: Perhaps I should read the definition of employer in the National Labor Relations Act so it is clear to everybody what we mean when we propose that the employer should bargain collectively.

I am quoting from Section 8(d) of the National Labor Relations Act which requires employers in interstate commerce to do just this. It says

"to bargain collectively is a performance of the mutual obligation of the employer and the representative of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms of condition of employment or in the negotiation of agreement or any question arising thereunder, but such obligations do not compel either party to agree to a proposal or require the making of a concession."

DELEGATE DUKES: That goes directly to the heart of my problem. Obviously around the National Labor Relations Act, there is a whole body of decisions and of course the statute which places a number of rights and obligations both on the employer and employee. Do I understand by this amendment we would create in Maryland a body of law in effect which incorporated all these various definitions and so forth, including all the terms used in this particular amendment?

DELEGATE BOTHE: No, Delegate Dukes. The question of exactly what would occur if without implementing legislation, this provision were placed in the Declaration of Rights, is not an easy one to answer.

I have found one court case construing the meaning of this bare bones provision, a case coming out of Missouri where, as I said previously, originally the constitution merely gave the right which has since been implemented by legislation. I think the record ought to indicate what that court in a case decided in 1957 found were the obligations arising out of a right to organize and bargain collectively.

In that case, which is called *Quinn v. Buchanan* 298 S.W. 2nd, the employees under a provision very similar to that which we have heard proposed, in fact I think it is the exact same words, petitioned the court for preventive and mandatory injunctive relief against an employer who apparently discharged a number of employees for their organizing activities and